

AG Contract No. KR98-1772TRN
ADOT ECS File No. JPA 98-126
MCDOT - C-3797
GLENDALE - C-64-99-188-2
TRACS No: H2059 01C
Section: SR-101L, Camelback to Northern
Structure @ BHOC and 99th Avenue

INTERGOVERNMENTAL AGREEMENT

AMONG
THE STATE OF ARIZONA,
MARICOPA COUNTY
AND
THE CITY OF GLENDALE

THIS AGREEMENT is entered into 6 May, 1999, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954 as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State"), MARICOPA COUNTY, ARIZONA acting by and through its BOARD OF SUPERVISORS (the "County") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by Board of Supervisors action agreed to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The City is empowered by Arizona Revised Statutes Section 48-572 and the City Charter, Section 3, Article I, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

4. As part of the State's Agua Fria Freeway (SR101L) project, the County and the City agree to participate in funding the additional width of the bridge to carry 99th Avenue over the Bethany Home Outfall Channel (BHOC), herein referred to as the "Project", at a total estimated cost of \$552,788.00.00. The State is to pay for the first 62' width at an estimated cost of \$324,334.00.00 and the County and the City to pay for the increased width from 62' to 114' at a 50/50 split between the County and the City, at an estimated cost of \$228,454.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 23192
Filed with the Secretary of State
Date Filed: 05/06/99

Betty Gayless
Secretary of State

By Nicky D. Greenwood

II. SCOPE OF WORK

1. The State will:

a. Upon opening of bids and prior to the award of a contract, invoice the County and the City, each in the amount of \$114,227.00 for estimated cost for the construction and construction engineering of the Project.

b. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate County and City review comments as appropriate.

c. Call for bids, award one or more contracts to accomplish the Project. Administer same and make all payments to the contractor(s). Confer with the County and City on any related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.

d. Be responsible for all costs associated with the Project up to the first 62' width of the bridge, in an amount estimated at \$324,334.00.

e. Upon completion of the construction of the Project, invoice or reimburse the County and the City any difference between the amount paid by the County and the City and the actual costs for the construction and construction engineering and administration. Include a detailed recapitulation of costs with each invoice.

2. The County will:

a. Upon opening of bids, prior to the award of a contract, and receipt of an invoice, reimburse the State within 30 days in the amount of \$114,227.00 for the estimated cost for the construction and construction engineering and administration of the Project.

b. Review the design documents and provide comments.

c. Be responsible for any contractor claims for extra compensation due to delay or for whatever reason attributable to the County.

d. Upon completion of the construction of the Project, reimburse the State if necessary, any difference between the initial amount paid by the County and the County's share of the actual costs for design, construction and construction engineering and administration based on projects final tabulations.

e. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance to the Project, until annexed by the City.

The City will:

a. Upon opening of bids, prior to the award of a contract, and receipt of an invoice, reimburse the State within 30 days in the amount of \$114,227.00 for the estimated cost for the construction and construction engineering and administration of the Project.

b. Review the design documents and provide comments.

c. Be responsible for any contractor claims for extra compensation due to delay or for whatever reason attributable to the City.

d. Upon completion of the construction of the Project, reimburse the State if necessary, any difference between the initial amount paid by the City and the City's share of the actual costs for design, construction and construction engineering and administration, based on projects final tabulations.

e. Upon the State's identification of the Project limits, initiate annexation proceedings and use its best efforts to complete the annexation process and have the annexation effective on or before completion of construction.

f. Upon completion of the annexation and the completion of construction, assume maintenance responsibilities.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other parties.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Maricopa County Department of Transportation
Transportation Director
2901 West Durango Street
Phoenix, AZ 85009

City of Glendale
Engineering Director
5850 W. Glendale Avenue
Glendale, AZ 85301

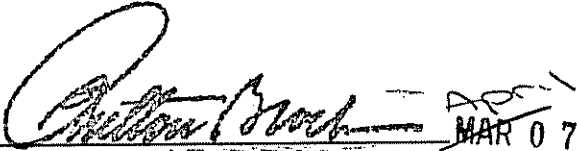
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

MARICOPA COUNTY, ARIZONA


ATTEST

By  MAR 07 1999
JANICE K. BREWER, Chairman
Board of Supervisors

By  4/7/99
FRAN MCCARROLL
Clerk of the Board

CITY OF GLENDALE

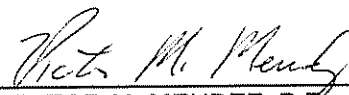
ATTEST

By 
ELAINE M. SCRUGGS
Mayor

By 
PAMELA OLIVEIRA
City Clerk

STATE OF ARIZONA

Department of Transportation

By 
VICTOR M. MENDEZ, P.E.
Deputy State Engineer

APPROVAL OF THE CITY OF GLENDALE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF GLENDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 8th day of January, ¹⁹⁹⁹~~1998~~.

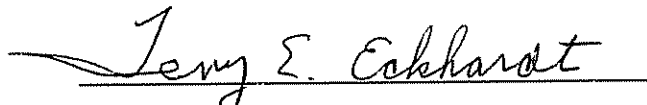
Peter Van Haren

City Attorney

APPROVAL OF THE MARICOPA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and MARICOPA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

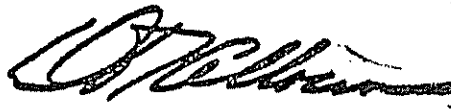
DATED this 9th day of March 1999.


County Attorney

RESOLUTION

BE IT RESOLVED on this 29th day of July 1998, that I, the undersigned MARY E PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Maricopa County, Transportation Department and the City of Glendale, for the purpose of defining responsibilities for their respective duties for the construction of a bridge to carry 99th Avenue over the Bethany Home Outfall Channel as part of the Agua Fria Freeway (SR101L) project.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read "D. Allocco", is written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group

for MARY E. PETERS, Director

RESOLUTION NO. 3244 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF THE 99TH AVENUE BRIDGE AT THE BETHANY HOME OUTFALL CHANNEL.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

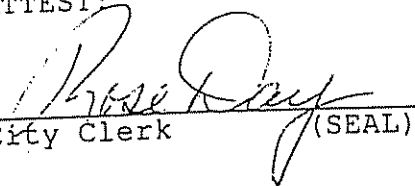
SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement between the City of Glendale and the Arizona Department of Transportation (JPA 98-126) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 13th day of October, 1998.


MAYOR


ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:


Assistant City Manager



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2997

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-1772TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 28, 1999.

JANET NAPOLITANO
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/20531

Enc.



JANET NAPOLITANO
ATTORNEY GENERAL

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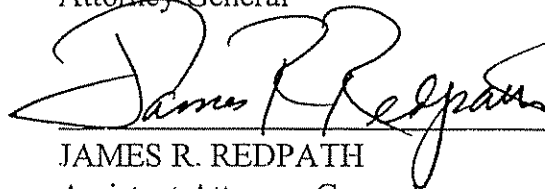
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No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 28, 1999.

JANET NAPOLITANO
Attorney General



JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/20531

Enc.

JS
5/4/99